

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW MEXICO**

In re: ROMAN CATHOLIC CHURCH OF THE DIOCESE OF GALLUP, a New Mexico corporation sole, Debtor.	Chapter 11 Case No. 13-13676-t11 Jointly Administered with:
Jointly Administered with: BISHOP OF THE ROMAN CATHOLIC CHURCH OF THE DIOCESE OF GALLUP, an Arizona corporation sole. This pleading applies to: <input checked="" type="checkbox"/> All Debtors. <input type="checkbox"/> Specified Debtor.	Case No. 13-13677-t11

**MOTION TO (I) RETAIN BROKERS; (II) SELL PROPERTY UNDER 11 U.S.C.
§ 363(b), (f), AND (m); AND (III) APPROVE SALE PROCEDURES**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

The Roman Catholic Church of the Diocese of Gallup, a New Mexico corporation sole (“**RCCDG**”), and the Bishop of the Roman Catholic Church of the Diocese of Gallup, an Arizona corporation sole (the “**Arizona Entity**”), the debtors and debtors-in possession (collectively the “**Debtors**”) in the above-captioned jointly administered cases (the “**Reorganization Cases**”), by and through their attorneys undersigned, hereby move under 11 U.S.C. §§ 105, 327, 328, 363, and 1109, Fed. R. Bankr. P. 2014(a) and 6004, and NM LBR 6004-1 for an order of this Court approving the Debtors’ retention of a broker to sell certain real property pursuant to 11 U.S.C. § 363(b), and approving auction and sale procedures as described more fully herein. The Debtors propose to sell certain real property at an “open outcry” auction sale, or, in certain select cases, a sealed bid auction, to be conducted by Tucson Realty & Trust

Co. (“**TRT**”) and its Accelerated Marketing Group (individually “**AMG**” and with TRT, the “**Brokers**”). Immediately after the auction, the Debtors will file a report of the results and request that the Court enter an order approving the sale pursuant to 11 U.S.C. § 363 and grant the protections of 11 U.S.C. § 363(m) to the buyers if requested. The Debtors intend to use the proceeds from the sale to fund payments to the plan of reorganization they will propose (the “**Plan**”), including payment of administrative expenses and other amounts under the Plan.

This Motion is supported by: (i) the following Memorandum of Points and Authorities; (ii) the exhibits to this Motion; (iii) the “Declaration of Bishop James S. Wall in Support of Chapter 11 Petition and First Day Motions” (the “**Wall Declaration**”) [Dkt. No. 19], which was filed with the Court on November 12, 2013; (iv) the “Verified Statement and Declaration of Todd Good” (the “**Good Statement**”) attached hereto as **Exhibit “1”**; (v) the “Verified Statement and Declaration of Hank Amos” (the “**Amos Statement**,” and together with the Good Statement, the “**Verified Statements**”) attached hereto as **Exhibit “2”**; and (vi) the entire record before the Court in these Reorganization Cases. This Motion presents a “core proceeding” over which the Court has jurisdiction to enter a final order under 28 U.S.C. §§ 157(b)(2) (A), (N), and (O), and 1334.

RESPECTFULLY SUBMITTED this 18th day of May, 2015.

/s/ Elizabeth S. Fella

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MEMORANDUM OF POINTS AND AUTHORITIES

I. FACTUAL BACKGROUND.

On November 12, 2013 (the “**Petition Date**”), the Debtors commenced these Reorganization Cases by filing voluntary Chapter 11 petitions. The Debtors have remained debtors-in-possession under 11 U.S.C. §§ 1107 and 1108 since the Petition Date. The Debtors filed the Reorganization Cases in order to reorganize their financial affairs pursuant to a plan of reorganization that will, among other things, fairly, justly and equitably compensate the victims of sexual abuse by clergy or others associated with the Debtors while allowing the Debtors to continue their ministry and mission and attempt to finally bring healing to victims, parishioners and others affected by the past acts of sexual abuse committed by clergy and others.

II. BACKGROUND.

The organization and background of the Debtors, and the relationship among them, the Diocese, the Parishes and various other entities within the geographic territory of the Diocese is described in the Wall Declaration, which is herein incorporated by this reference. Therefore, that history will not be fully repeated here.

Certain parties will be engaging in a court-ordered mediation on June 10 and 11, and the Debtors are hopeful that the mediation will result in a consensual plan. Regardless, however, the Debtors have properties which should be liquidated in order to fund the Plan and for payment of administrative expenses.

The Debtors intend to sell certain real property, more particularly described in the attached **Exhibit “3”**, (the “**Sale Assets**”) owned by one or the other of the Debtors: (i) in fee

simple; (ii) for which the pertinent Debtor has both legal and equitable title;¹ and (iii) which neither Debtor is holding in trust for any other Person. The auction disposition of the Sale Assets is without prejudice to the Debtors' position that certain of their assets are integral and necessary to the continued mission and ministry of the Diocese.

In addition, the Debtors, in consultation with the Brokers and the Official Committee of Unsecured Creditors (the "**Committee**") reserve the right to add or delete properties from the list of Sale Assets as the marketing and sale process proceeds. The deletion of properties from the list of Sale Assets over the Committee's objection is subject to Bankruptcy Court approval.

The Debtors have worked extensively with the Committee with respect to the sale of the properties. The Committee has been consulted both with respect to the proposed sale process as well as the list of Sale Assets. As a result, the Committee supports the relief requested in this Motion.

The Sale Assets are real property, and are, for the most part, excess real property not otherwise currently utilized for Diocesan purposes. The Sale Assets consist mostly of unimproved, vacant land in rural areas. The Debtors are not aware of any formal valuations that have been conducted on the Sale Assets.

III. APPLICATION TO EMPLOY.

Under 11 U.S.C. §§ 327 and 328, with this Court's approval, a disinterested professional may be employed in chapter 11 reorganization cases on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on

¹ The Debtors are aware that the Committee disputes certain of the Debtors' assertions regarding property ownership, entity separation, and other issues; however, the Debtors are not seeking any adjudication on those issues at this time. Instead, this Motion is without prejudice to the rights of the parties to argue their respective positions on such issues.

a contingent fee basis. *See* 11 U.S.C. §§ 327 and 328. After interviewing various potential brokers and conferring with the Committee, the Debtors respectfully request the Court to appoint TRT and AMG (related entities that work together) on the terms and conditions set forth herein.

As evidenced by the statements in this Application and the Verified Statements, TRT and AMG have previous experience serving as a real estate broker in diocesan reorganization cases, and have appropriate experience and knowledge to perform the duties of the broker in the Reorganization Cases. TRT and AMG were appointed by the Bankruptcy Court for the District of Arizona as the brokers for the Roman Catholic Church of the Diocese of Tucson in Case No. 04-bk-04721-JMM. TRT and AMG also have extensive experience as brokers of real property and in conducting auctions of the type proposed in this case. Consequently, the Debtors wish to have this Court appoint TRT and AMG to market and sell the Sale Assets using the process described further herein.

Subject to the approval of the Bankruptcy Court, as set forth in the Verified Statements, the Debtors, TRT and AMG have agreed that TRT and AMG will be compensated for actual marketing costs relating to the Sale in the total amount of \$45,000, and that a commission of 10% of the purchase price of each property (which shall be paid as a buyer's premium, as explained below), will serve as compensation for the services of TRT and AMG.

The services to be provided by TRT and AMG will not unnecessarily duplicate or overlap the efforts of any other professionals retained by the Debtors. The services to be provided by TRT and AMG are separate and different from the services to be provided by the other professionals and each is essential to the Debtors' reorganization efforts. Debtors do not currently owe TRT and AMG any funds.

TRT and AMG worked with Debtors' counsel in the reorganization case of the Roman Catholic Church of the Diocese of Tucson. Except as may be further disclosed in the Verified Statements, and to the best of the Debtors' knowledge, information, and belief, TRT and AMG do not have any other connections with the Debtors in the Reorganization Cases, the creditors of the Debtors' estates and any other parties-in-interest or their respective attorneys and accountants, the United States Trustee or any person employed by the Office of the United States Trustee. To the best of the Debtors' understanding, the information disclosed in the Verified Statements does not preclude TRT and AMG from being appointed as the Brokers for the Debtors, under applicable law and ethical rules.

Except as otherwise disclosed in the Verified Statements and in accordance with 11 U.S.C. §§ 101(14), 327, and 328, TRT and AMG are "disinterested"; TRT and AMG are not employed by any entity in the Reorganization Cases that has any adverse interest to the Debtors; TRT and AMG do not hold an adverse interest to the Debtors in the Reorganization Cases, and TRT and AMG will not be employed by any other entity that may have an adverse interest to the Debtors or their estates during the course of their employment by the Debtors. As stated in the Verified Statements, to the extent that any new relevant facts or relationships bearing on the matters described herein during the period of TRT and AMG's retention are discovered or arise, TRT and AMG will use reasonable efforts to file promptly a supplemental declaration, as required by Bankruptcy Rule 2014(a).

The Debtors respectfully request immediate consideration of this Application so that the Debtors can proceed with the auction proposed below.

IV. PROPOSED AUCTION PROCEDURES.

The proposed auction procedures are set forth at length in Exhibit “4” to this Motion, and are summarized below:

A. **Overview of Auction.**

1. **Brokers:** TRT and AMG
2. **Broker’s Fee Structure:** 10% of the gross sale price.
3. **Buyer’s Premium:** A buyer’s premium equal to 10% of the gross sale price will be paid by buyer to cover the Broker’s Fee.²
4. **Cooperating Broker Commission:** Any cooperating third party broker will be paid 2.5% from the Broker’s Fee and will not be paid by the Debtors.
5. **Financing:** All cash, no contingency.
6. **Type of Sale:** Open outcry and sealed bid auctions.
7. **APA:** A form of purchase agreement that each purchaser will be required to execute will be provided to the Committee in advance. The APA will be for a sale “as is where is” without any representations or warranties except as to ownership. The APA will further provide that the sale will be free and clear of all liens, claims, interests and encumbrances pursuant to an order of the Bankruptcy Court confirming the sale to a particular buyer after the auction.

B. **Auction Procedures.**

The Debtors intend to conduct an “open outcry” and “absolute and without reserve” auction for some of the Sale Assets.³ An “open outcry” auction is one with live bidding. There

² The Debtors will verify that the Broker will retain the commission prior to paying over the sale proceeds to the Debtors.

are various types of such auctions. “Absolute and without reserve” means that there is no reserve or minimum bid, and that the property is sold to the highest bidder regardless of price. Having an absolute auction without reserve is a significant draw for bidders, because they can justify their time and efforts to inspect, bid and buy knowing there is not a question the property will be sold. The Debtors will work with the Committee and the Brokers to determine if there are particular assets for which a reserve price should be set. Otherwise, the Brokers recommend that the Sale Assets should be sold on an “absolute and without reserve” basis.

Some of the Sale Assets, because of unique issues related to those properties, may be better sold in a “sealed bid” program. In this procedure, sealed bids will be submitted and the Debtors will recommend to the Court the bid to be accepted. The Debtors will consult the Committee and the Brokers to determine which properties should be sold in this format.

Regardless of the type of auction, buyers will be required to conduct any due diligence prior to the sale and any potential bidders’ questions will be answered *before* the bidding starts. Some of the basic due diligence will be prepared by the Brokers and provided prior to sale.

The Debtors anticipate that the auction will take most of one day. Because of the anticipated length of the auction, the number of properties to be sold, the diverse geographic locations of properties in two states, and the number of anticipated bidders, the Debtors propose to conduct the auction somewhere other than the Court. In addition, the Debtors will consult with the Brokers as to the exact location of the proposed auction and whether it is advisable to separate the properties by state. The Court can attend the auction and participate in the conduct of the auction if the Court deems that necessary or desirable.

³ In consultation with the Broker and the Committee, the Debtors may determine that a reserve price is necessary.

The property will be sold pursuant to 11 U.S.C. § 363(f), free and clear of all liens, claims, interests and encumbrances. However, the Debtors are not aware of any liens, claims, interests or encumbrances on any of the Sale Assets, other than relatively minimal property tax claims or liens that are disclosed on the Debtors' Schedules or in filed Proofs of Claim, which, if undisputed, would be paid from the sale proceeds.

The Debtors anticipate that the auction will occur on a date to be publicized that is approximately sixty to ninety (60-90) days after Court approval of this Motion (the "**Auction Date**").

Within three (3) days (or, if the deadline falls on a weekend or holiday, the first business day following expiration of the three-day period) after the auction has been conducted and the bids awarded, the Debtors will file the results with the Court pursuant to Fed. R. Bankr. P. 6004(f), with a request to confirm the sales free and clear of all liens, claims, interests and encumbrances and if requested, enter an Order finding that each successful bidder is a good faith purchaser entitled to the protections of 11 U.S.C. § 363(m).

C. The Marketing Program.

Due to the open outcry format, the properties will be heavily marketed for approximately six (6) weeks prior to the event. TRT (through AMG) will be responsible for marketing the property according to the process described below, which is set forth in further detail in Exhibit "4."

The auction will be marketed using all appropriate print, broadcast, consumer, business and trade news media via a program of press releases, informational background kits, interviews, personal follow up, writing and placing opinion-editorial columns, editorial board visits, and paid distribution services to deliver. The program is to be local and regional in scope, concentrating

on the most influential media in Tucson, Phoenix, and Flagstaff, Arizona, as well as other locations within Arizona that are determined to be appropriate for marketing purposes, and Albuquerque and Santa Fe, New Mexico, as well as other locations within New Mexico that are determined to be appropriate for marketing purposes including regional radio advertising. The advertising campaign will be heavily weighted on the first three (3) weeks, and will end three (3) days prior to the Auction Date. In addition to advertising, there will be a direct and electronic mailing of promotional information to different buyer types, including developers, land improvement companies, environmental agencies, real estate brokerage companies, accountants and lawyers. In addition, TRT will conduct a telemarketing campaign to introduce potential purchasers to the upcoming sale, alert them to scheduled advertising, and to provide information concerning due diligence. The entire telemarketing program is geared so as to establish credibility in the minds of prospective purchasers that the Debtors intend to sell, and that bidders will be bidding against each other, not the Debtors or the auctioneer.

The marketing program will cost approximately \$45,000. This cost will be the only cost to the Debtors relating to the sale process.

TRT and AMG are uniquely suited to undertake the sale. Both firms have databases of potential purchasers that they have accumulated over the years. Furthermore, AMG has substantial expertise in conducting auctions and TRT and AMG have expertise in marketing and selling land and rural real estate, including for debtors, financial institutions and other sellers nationwide. TRT and AMG also assisted the Roman Catholic Church of the Diocese of Tucson in auctioning certain rural property similar in nature to certain of the Sale Assets with success in 2005.

V. MOTION TO SELL AND LEGAL AUTHORITY.

Section 363(b)(1) of the Bankruptcy Code provides that “[t]he trustee, 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). Although Bankruptcy Code § 363 does not set forth a standard for determining when it is appropriate for a court to authorize the sale or disposition of a debtor’s assets, it is well settled that a debtor’s decision to enter into a sale transaction outside the ordinary course of business is analyzed under the business judgment standard. *See, e.g., In re Ernst Home Ctr., Inc.*, 209 B.R. 974, 979 (Bankr. W.D.Wash. 1997), citing *In re Continental Airlines, Inc.*, 780 F.2d 1223, 1226 (5th Cir. 1986).

“The 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 taken was in the best interests of the company.’” *In re Integrated Res., Inc.*, 147 B.R. 650, 656 (S.D.N.Y. 1992) (quoting *Smith v. Van Gorkom*, 488 A.2d 858, 872 (Del. 1985)). Decisions made by a debtor’s management in the exercise of its business judgment ordinarily should not be second guessed by a reviewing court. *See In re Curlew Valley Assocs.*, 14 B.R. 506, 511 (Bankr. D. Utah 1981).

The Debtors submit that using estate assets to pay for the proposed marketing procedure satisfies the business judgment test. The total cost of \$45,000 is likely less than it would cost the Debtors to obtain an appraisal of each parcel in order to market it at a set price. This use of estate assets, therefore, is clearly in the best interests of the Debtors’ estates and satisfies the business judgment rule.

Moreover, the Debtors submit that the proposed auction procedure satisfies the business judgment standard. The Debtors have interviewed brokers, appraisers, and others concerning the

Sale Assets and the best way to maximize their value. Also, the Debtors have worked closely with the Committee on compiling the list of properties to be sold, determining the best group to handle the sales, and the procedures under which the properties are sold. Upon information and belief, the Committee supports the relief requested in this Sale Motion. The Debtors believe that the procedures proposed herein through the assistance and expertise of TRT and AMG are the procedures most clearly designed to encourage bidding and maximize the value of the Sale Assets.

Additionally, the suggested Buyer's Premium Charge will allow TRT and AMG's commission to be paid by the buyer(s), so the costs of sale to be paid by the Debtors under the proposed procedures will be less than they would be in a sale conducted in a conventional manner. Furthermore, the time and expense necessary to sell all of the parcels, including the time spent by the Debtors and their professionals is considerably less through the process proposed, than it would be if the Debtors attempted to individually market each of the Sale Assets (many of which have minimal value that could be almost entirely consumed by such costs).

Finally, RCCDG requests that the sale be free and clear of all liens, claims, and interests. The Court's underlying statutory authority to allow such a sale is derived from 11 U.S.C. § 363(f), which provides that a bankruptcy estate may sell property of an estate free and clear of any interest in such property of an entity if:

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

Under applicable law the bankruptcy estate need only establish that any one of the five conditions set forth in § 363(f) of the Bankruptcy Code is satisfied in order for property of the estate to be sold free and clear. 11 U.S.C. § 363(f); *see also In re Elliot*, 94 B.R. 343, 345 (E.D. Pa. 1988). In this case, RCCDG does not believe that the Sale Assets are subject to any liens, encumbrances, or other interests, other than certain minimal claims or liens that may exist, relating to real property taxes. To the extent any person were to claim a lien, encumbrance, or other interest in any Sale Asset other than a property tax lien or claim identified in the Debtors' Schedules, such lien, claim, or interest would be subject to a *bona fide* dispute by the Debtor. Therefore, to the extent any lien, claim, or interest not disclosed on the Schedules is asserted, the Debtors dispute the existence, legality, and extent of such lien, claim, or interest, and requests that the Court approve the sell of the Sale Assets free and clear of any such lien, claim, or interest.

VI. CONCLUSION.

The Debtors have determined that it will be necessary for them to sell the Sale Assets in order to generate funds to pay creditors and other costs and expenses of their Reorganization Cases. To that end, the Debtors have spent many months gathering information from various real estate brokers and other professionals, and have considered all that information. After due consideration, the Debtors have determined that the auction procedures developed in conjunction with TRT and AMG as set forth herein are the best way to maximize the value of the Sale Assets. Therefore, the Debtors respectfully request that the Court enter an Order:

- A. Granting the relief requested by the Debtors in this Motion;
- B. Authorizing the employment of TRT and AMG as brokers for the Debtors effective as of the date of filing this Motion;
- C. Authorizing the Debtors to pay TRT and AMG the sum of \$45,000 or such lesser cost as may be the actual expense of marketing the Sale Assets;
- D. Authorizing TRT and AMG to retain a Buyer's Premium from the auction sale that represents 10% of the sale price of each of the Sale Assets;
- E. Approving the procedures set forth in this Motion, including Exhibit "4," as necessary and appropriate for conducting the sale of the Sale Assets;
- F. Authorizing the Debtors to sell the Sale Assets free and clear of any liens, claims, or interests, to the extent any exist;
- G. Requiring the Debtors to submit the results of the auction within three (3) business days of completion of the auction, at which time the Debtors may ask the Court to grant the successful bidders the protections of 11 U.S.C. § 363(m) reserved for good faith purchasers; and
- H. Granting such other and further relief as may be necessary under the circumstances.

RESPECTFULLY SUBMITTED this 18th day of May, 2015.

/s/ Elizabeth S. Fella

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CERTIFICATE OF SERVICE

Pursuant to F.R.C.P. 5(b)(3), F.R.B.P. 9036 and NM LBR 9036-1(b), I hereby certify that service of the foregoing “Motion to (I) Retain Brokers; (II) Sell Property Under 11 U.S.C. § 363(b), (f), and (m); and (III) Approve Sale Procedures” was made on May 18, 2015 via e-mail, the notice transmission facilities of the Bankruptcy Court’s case management and electronic filing system, and/or via U.S. Mail on the below listed parties.

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/s/ Elizabeth S. Fella
Elizabeth S. Fella

EXHIBIT “1”

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW MEXICO**

<p>In re:</p> <p>ROMAN CATHOLIC CHURCH OF THE DIOCESE OF GALLUP, a New Mexico corporation sole,</p> <hr/> <p style="text-align: center;">Debtor.</p> <hr/> <p>Jointly Administered with:</p> <p>BISHOP OF THE ROMAN CATHOLIC CHURCH OF THE DIOCESE OF GALLUP, an Arizona corporation sole.</p> <p>This pleading applies to:</p> <p><input checked="" type="checkbox"/> All Debtors. <input type="checkbox"/> Specified Debtor.</p>	<p>Chapter 11</p> <p>Case No. 13-13676-t11</p> <p>Jointly Administered with:</p> <p>Case No. 13-13677-t11</p>
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VERIFIED STATEMENT AND DECLARATION OF TODD GOOD

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

I, Todd Good, declare under penalty of perjury as follows, pursuant to Fed. R. Bankr. P. 2014(a) and 2016(b):

1. I am an adult person, and I am a resident of Costa Mesa, California.
2. I am the CEO and President of Accelerated Marketing Group (“AMG”). I am duly authorized by AMG to make all statements which I have made in this Verified Statement on behalf of AMG and with respect to the Debtors’ “Motion to (I) Retain Broker, (II) Sell Property Under 11 U.S.C. § 363(b), (f), and (m), and (III) Approve Auction Procedures for Such Sale” (the “**Motion**”).¹

¹ Capitalized terms not defined in this Verified Statement have the meaning ascribed to them in the Motion.

3. AMG is a commercial realty firm incorporated in California that has extensive experience marketing difficult, rural properties in the southwest United States and elsewhere. In the Reorganization Cases, AMG will be assisted by and work cooperatively with its joint venture partner, Tucson Realty and Trust Company (“TRT”).

4. TRT and AMG agreed to provide professional services to the Debtors, subject to approval by the Court, and, subject to approval by the Court, have been engaged to sell the Sale Assets set forth in Exhibit “3” to the Motion and to perform the services set forth in Exhibit “4” to the Motion.

5. TRT and AMG will be compensated for actual marketing costs relating to the Sale in the total amount of \$45,000, and a commission of 10% of the purchase price of each property (which shall be paid as a buyer’s premium, as explained below), will serve as compensation for the services of TRT and AMG. Such compensation will reimburse either TRT or AMG for the services each provides or the expenses it incurs.

6. In accordance with 11 U.S.C. § 504 and as required by Fed. R. Bankr. P. 2016, I hereby expressly confirm that no agreement or understanding exists between TRT or AMG and any other person for the sharing of any of TRT or AMG’s compensation for professional services rendered or to be rendered to the Debtors in, or in connection with, the Reorganization Cases; furthermore, TRT and AMG have not made, and will not make, any sharing of compensation, any agreement to share compensation or any other agreement prohibited by 11 U.S.C. § 504 and/or 18 U.S.C. § 155. All agreements related to the employment of TRT by the Debtors and the charges for costs to be reimbursed are as disclosed herein and in the Motion and its exhibits.

7. TRT and AMG is each a “disinterested person” as that term is defined in 11 U.S.C. § 101(14), as modified by 11 U.S.C. § 1107(b), because neither TRT nor AMG nor their

employees: (a) are creditors or insiders of the Debtors; and (b) are not and were not, within two years before the date of filing of the Reorganization Cases, a director, officer, or employee of the Debtors.

8. TRT and AMG were appointed by the Bankruptcy Court for the District of Arizona as the brokers for the Roman Catholic Church of the Diocese of Tucson in Case No. 04-bk-04721-JMM. In that case, counsel for the Debtor was the same counsel and law firm as counsel for the Debtors in the Reorganization Cases.

9. I do not believe that any of the matters and disclosures identified in this Verified Statement render TRT or AMG not disinterested, or otherwise impact their ability to effectively act as brokers for the Debtors.

10. To the best of my knowledge, there is no connection between me or any professional at TRT or AMG and any United States Bankruptcy Judge in this District, or with the United States Trustee for this District or any employee thereof.

11. To the best of my knowledge, TRT and AMG do not have any other connections with the Debtors, its creditors, any other parties-in-interest, or their respective attorneys and accountants, nor with the United States Trustee or any person employed in the office of the United States Trustee. To the best of my knowledge, TRT and AMG do not have an interest materially adverse to the interests of the Debtors or their estates by reason of any direct or indirect relationship.

12. TRT and AMG will periodically review their files during the course of their employment by the Debtors to make sure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, TRT and AMG

will use reasonable efforts to identify any such further developments and will promptly file a supplemental affidavit as required by Fed. R. Bankr. P. 2014(a).

13. Based on the foregoing, TRT and AMG are eligible to be employed as broker for the Debtors.

14. After conducting or supervising the investigation described above, I declare under penalty of perjury under the laws of the United States of America, that the foregoing is true and correct to the best of my knowledge, information, and belief. I have made all of the foregoing statements on behalf of AMG in support of its Application and in compliance with Fed. R. Bankr. P. 2014(a) and 2016(b). If called to testify, I would testify as I have stated herein.

DATED: May 13, 2015.


TODD GOOD

EXHIBIT “2”

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW MEXICO**

<p>In re:</p> <p>ROMAN CATHOLIC CHURCH OF THE DIOCESE OF GALLUP, a New Mexico corporation sole,</p> <p style="text-align: center;">Debtor.</p> <hr/> <p>Jointly Administered with:</p> <p>BISHOP OF THE ROMAN CATHOLIC CHURCH OF THE DIOCESE OF GALLUP, an Arizona corporation sole.</p> <p>This pleading applies to:</p> <p><input checked="" type="checkbox"/> All Debtors. <input type="checkbox"/> Specified Debtor.</p>	<p>Chapter 11</p> <p>Case No. 13-13676-t11</p> <p>Jointly Administered with:</p> <p>Case No. 13-13677-t11</p>
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VERIFIED STATEMENT AND DECLARATION OF HANK AMOS

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

I, George H. (“Hank”) Amos III, declare under penalty of perjury as follows, pursuant to Fed. R. Bankr. P. 2014(a) and 2016(b):

1. I am an adult person, and I am a resident of Tucson, Arizona.
2. I am the CEO and President of Tucson Realty & Trust Co. (“TRT”). I am duly authorized by TRT to make all statements which I have made in this Verified Statement on behalf of TRT and with respect to the Debtors’ “Motion to (I) Retain Broker, (II) Sell Property Under 11 U.S.C. § 363(b), (f), and (m), and (III) Approve Auction Procedures for Such Sale” (the “**Motion**”).¹

¹ Capitalized terms not defined in this Verified Statement have the meaning ascribed to them in the Motion.

3. TRT is a commercial realty firm that has extensive experience marketing difficult, rural properties in the southwest United States and elsewhere. In the Reorganization Cases, TRT will be assisted by and work cooperatively with its joint venture partner, Accelerated Marketing Group (“AMG”).

4. TRT and AMG agreed to provide professional services to the Debtors, subject to approval by the Court, and, subject to approval by the Court, have been engaged to sell the Sale Assets set forth in Exhibit “3” to the Motion and to perform the services set forth in Exhibit “4” to the Motion.

5. TRT and AMG will be compensated for actual marketing costs relating to the Sale in the total amount of \$45,000, and a commission of 10% of the purchase price of each property (which shall be paid as a buyer’s premium, as explained below) will serve as compensation for the services of TRT and AMG. Such compensation will reimburse either TRT or AMG for the services each provides or the expenses it incurs.

6. In accordance with 11 U.S.C. § 504 and as required by Fed. R. Bankr. P. 2016, I hereby expressly confirm that no agreement or understanding exists between TRT or AMG and any other person for the sharing of any of TRT or AMG’s compensation for professional services rendered or to be rendered to the Debtors in, or in connection with, the Reorganization Cases; furthermore, TRT and AMG have not made, and will not make, any sharing of compensation, any agreement to share compensation or any other agreement prohibited by 11 U.S.C. § 504 and/or 18 U.S.C. § 155. All agreements related to the employment of TRT by the Debtors and the charges for costs to be reimbursed are as disclosed herein and in the Motion and its exhibits.

7. TRT and AMG is each a “disinterested person” as that term is defined in 11 U.S.C. § 101(14), as modified by 11 U.S.C. § 1107(b), because neither TRT nor AMG nor their

employees: (a) are creditors or insiders of the Debtors; and (b) are not and were not, within two years before the date of filing of the Reorganization Cases, a director, officer, or employee of the Debtors.

8. TRT and AMG were appointed by the Bankruptcy Court for the District of Arizona as the brokers for the Roman Catholic Church of the Diocese of Tucson in Case No. 04-bk-04721-JMM. In that case, counsel for the Debtor was the same counsel and law firm as counsel for the Debtors in the Reorganization Cases.

9. I do not believe that any of the matters and disclosures identified in this Verified Statement render TRT or AMG not disinterested, or otherwise impact their ability to effectively act as brokers for the Debtors.

10. To the best of my knowledge, there is no connection between me or any professional at TRT or AMG and any United States Bankruptcy Judge in this District, or with the United States Trustee for this District or any employee thereof.

11. To the best of my knowledge, TRT and AMG do not have any other connections with the Debtors, its creditors, any other parties-in-interest, or their respective attorneys and accountants, nor with the United States Trustee or any person employed in the office of the United States Trustee. To the best of my knowledge, TRT and AMG do not have an interest materially adverse to the interests of the Debtors or their estates by reason of any direct or indirect relationship.

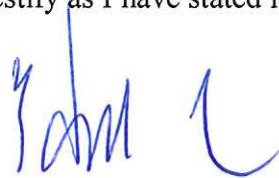
12. TRT and AMG will periodically review their files during the course of their employment by the Debtors to make sure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, TRT and AMG

will use reasonable efforts to identify any such further developments and will promptly file a supplemental affidavit as required by Fed. R. Bankr. P. 2014(a).

13. Based on the foregoing, TRT and AMG are eligible to be employed as brokers for the Debtors.

14. After conducting or supervising the investigation described above, I declare under penalty of perjury under the laws of the United States of America, that the foregoing is true and correct to the best of my knowledge, information, and belief. I have made all of the foregoing statements on behalf of TRT in support of its Application and in compliance with Fed. R. Bankr. P. 2014(a) and 2016(b). If called to testify, I would testify as I have stated herein.

DATED: May 14, 2015.



HANK AMOS

EXHIBIT “3”

PROPERTY TO BE AUCTIONED

SCHEDULE	LEGAL DESCRIPTION	USE
Arizona Entity Schedule A Item 1	Parcel No. 105-53-327. Vacant land in Navajo County, Holbrook, AZ. Legal Description: Lot 103 of Arizona Rancheros, Rancho 73, a subdivision according to the plat thereof recorded in Volume 5, Page 2 of the Public Records of Navajo County, State of Arizona.	Vacant (1 parcel) Near Sun Valley Rd. and Liberty Rd., Holbrook, AZ
Arizona Entity Schedule A Item 2	Parcel Nos. 304-19-072 & 304-19-073. Vacant land in Navajo County, Show Low, AZ. Legal Description: Lot 8, Block 3 of White Mountain Lakes Unit No. 1, according to the plat of record in the Office of the County Recorder of Navajo County, Arizona, recorded in Book 8 of Maps, Page 9. AND Lot 9, Block 3 of White Mountain Lakes Unit No. 1, according to the plat of record in the Office of the County Recorder of Navajo County, Arizona, recorded in Book 8 of Maps, Page 9.	Vacant (2 parcels) 8422 Lone Pine Pl. & 8423 Lone Pine Pl., Show Low, AZ
Arizona Entity Schedule A Item 3	Parcel No. 202-20-105. Vacant land in Navajo County, Snowflake, AZ. Legal Description: Section/Tract 0030 Township/Block 013 Range/Lot 021. Section 30, Township 013 North, Range 021 East; Lot 117 4.07 Acres.	Vacant (1 parcel) At or near 3845 Trebil Boulevard., Snowflake, AZ
Arizona Entity Schedule A Item 4	Parcel Nos. 103-15-259, 103-15-260 & 103-15-261. Property used by Vincent de Paul Society's Food Bank in Navajo County, Winslow, AZ. Legal Description: Lots Five (5), Nine (9) and Ten (10), Block One Hundred Seventeen (117), KLEINDIENST ADDITION to Winslow, according to Book 2 of Plats, Page 25, Records of Navajo County, Arizona.	St. Vincent de Paul Society's Food Bank (3 parcels) 1109, 1115, & 1119 W. 2nd St., Winslow, AZ
Arizona Entity Schedule A Item 5	Parcel Nos. 1-013-025-135-503, 100780 & 100790. Land in Valencia County, NM. Legal Description: All of Lots Eight (8) and Nine (9) in Block 789 of Rio Grande Estates, Unit No. D, according to the map of said subdivision recorded in the Office of the Clerk of Valencia County, New Mexico. <u>Additional Information:</u> Part of the Rio Grande Estates which is just east of the Rio Grande River & State Highway 47 from Belen, NM and just south of the Manzano Expressway. Appears to be about an hour or less south of Albuquerque and is vacant property. These estates cross county lines and the north end is in Valencia County while the south end is in Socorro County.	Vacant (2 parcels) Near Belen, NM (Valencia County)
Arizona Entity Schedule A Item 6	Parcel Nos. 1-017-032-226-075, 100510, 100520, 100530 & 100540. Land in Valencia County, NM. Legal Description: All of Lots 51, 52, 53 and 54 in Block 2 of Rio del Oro Unit No. 4, according to the map thereof recorded in the Office of the Clerk of Valencia County, New Mexico on July 3, 1969. <u>Additional Information:</u> Part of the Rio del Oro area which is east of the Rio Grande River, State Highway 47, and Manzano Expressway. It appears to be across the river and south of Los Lunas, NM. There is some build-up in the area and it is roughly 30-35 miles south of Albuquerque.	Vacant (4 parcels) Near Los Lunas, NM (Valencia County)

SCHEDULE	LEGAL DESCRIPTION	USE
RCCDG Schedule A Item 1	Parcel No. 104-07-005. Vacant land in Apache County, Springerville, AZ. Legal Description: That portion of the Northwest quarter of the Northwest quarter of Section 3, Township 8 North, Range 29 East of the Gila and Salt River Base and Meridian, Apache County, Arizona described as follows: BEGINNING at the Northeast corner of the Northwest quarter of the Northwest quarter; thence West 43 1/2 rods; thence South 80 rods; thence East 43 1/2 rods; thence North 80 rods to the POINT OF BEGINNING. EXCEPT the East half of the East half of the Northwest quarter of said Section 3, Township 8, Range 29 East of the Gila and Salt River Base and Meridian, AND EXCEPT any portion thereof lying within the described property: BEGINNING at the Northwest corner of Section 3, Township 8 North, Range 29 East of the Gila and Salt River Base and Meridian, Apache County, Arizona; thence East 37 rods; thence South 80 rods; thence West 37 rods; thence North 80 rods to the POINT OF BEGINNING, AND EXCEPT the following described parcel: COMMENCING at the Brass Cap marking the Northwest corner of Section 3, Township 8 North, Range 29 East of the Gila and Salt River Base and Meridian, Apache County, Arizona; thence South 0°14'00" East 345.00 feet; thence South 89°41'00" East 610.50 feet to the TRUE POINT OF BEGINNING; thence continuing South 89°41'00" East 11.00 feet to a point on an existing fence line; thence North 1°42'03" West, along said fence line 324.28 feet to a fence corner; thence North 89°33'29" West, along an existing fence line 2.70 feet; thence South 0°14'00" East 324.10 feet to the TRUE POINT OF BEGINNING.	Vacant (1 parcel) Near Maricopa Dr. & Alta Vista Dr., Springerville, AZ
RCCDG Schedule A Item 2	Parcel Nos. 105-19-041, 105-21-011 & 105-33-264. Vacant land in Navajo County, Holbrook, AZ. Legal Description: Lots 64, 65, 76 and 77, ARIZONA RANCHOS, RANCHO 25, according to Book 4 of Maps, page 43, records of Navajo County, Arizona; and Lot 264 ARIZONA RANCHOS, RANCHO 1002, according to Book 5 of Maps, page 41, records of Navajo County, Arizona.	Vacant (3 parcels) 7937 Stardust Rd., 7857 Sundance Rd., near N. 5th St. and Pima St., Holbrook, AZ
RCCDG Schedule A Item 3	Parcel No. 210-02-052. Vacant land in Navajo County, Show Low, AZ. Legal Description: Gila and Salt River Base and Meridian: Beginning at the Southeast corner of Section 17, Township 10 North, Range 22 East, Thence West 31 feet, Thence North 0 degrees, 17 Minutes West 250.00 feet; Thence North 0 Degrees 19 Minutes West 30 feet; Thence West 1098.8 feet; Thence North 10 Degrees 17 Minutes West 1,045 feet to the point of beginning; Thence West 416.4 feet; Thence North 01 Degrees 5 Minutes East 315.5 feet; Thence East 416.4 feet; Thence South 01 Degrees 5 Minutes West 315.5 feet to the point of Beginning. EXCEPT the East 208.2 feet of the South 208 feet. <i>Additional Information:</i> Vacant land behind what looks to be a storage facility or maybe some sort of auto shop. Just west of E. Lumbermans Loop which hits N. 16th Street.	Vacant (1 parcel) Just west of E. Lumberman's Loop, Show Low, AZ
RCCDG Schedule A Item 4	Parcel No. 403-05-305. Vacant land in Navajo County, Snowflake, AZ. Legal Description: Lot One Hundred Eighty-six (186) in Block No. Three (3) of Amended Plat of RANCHO OF THE GOLDEN HORSE, UNIT ONE according to the plat of record in the office of the County Recorder of Navajo County, Arizona, Book 7 of Plats, Page 2.	Vacant (1 parcel) At or near 4560 Indian Bend Rd., Snowflake, AZ
RCCDG Schedule A Item 5	Parcel No. 103-15-262. Property used by Vincent de Paul Society's Food Bank in Navajo County, Winslow, AZ. Legal Description: Lots Eleven (11) and Twelve (12) in Block 117 of the Kleindienst Addition to the City of Winslow, Navajo County, Arizona.	St. Vincent de Paul Society's Food Bank (1 parcel) 1121 W. 2nd St., Winslow, AZ

SCHEDULE	LEGAL DESCRIPTION	USE
RCCDG Schedule A Item 13	<p>Parcel No. 2-105-088-052-047. Vacant land in McKinley County, NM. Legal Description: Lot 1, Block C; Lot 7, Block D; Lot 8, Block D; Lot 13, Block A; Lot 14, Block A; Lot 52, Block B; Lot 53, Block B; Lot 54, Block B; Lot 55, Block B; Lot 56, Block B; Lot 57, Block B; The North Portion of Lot 4 as more particularly described in the Deed recorded in the Office of the County Clerk of McKinley County, New Mexico in Book 42 Deeds, page 592 on December 1, 1988; that Portion of Lot 9 lying Easterly from the East line extended off 3rd street within Block D as more particularly described in the Deed recorded in the Office of the County Clerk of McKinley County, New Mexico in Book 42 of Deeds, Page 596, All of which are situated, lying and being in the First Unit Of Burks-George Heights, and Addition to the town of Gallup, new Mexico, as the same is shown and designated on the Map of said Addition filed in the Office of the County Clerk of McKinley County, New Mexico, on July 6, 1950, and Lots 1 through 4, Block 21 of teh L.H. Ford S. Highway "66" addition being a Subdivision of a Portion of the East Half of Section 15 in township 15 North, Range 18 West, N.M.P.M., formerly adjacent to, but now within the town of Gallup, New Mexico, as the same is shown and designated on the Map of said Addition filed in the Office of the County Clerk of McKinley County, New Mexico, on July 1, 1935. The Southerly portoin of Lot Two (2) in Block F of the Replat of Blocks F, H and J in the First Unit of Burke George Heights Addition, as the same are shown and designated on the Map of said Replat filed in the Office of the County Clerk of McKinley County, New Mexico, on August 15, 1068, which said portion is described as follows, to wit: Commencing at the southwest corner of said Lot 2, said point being the southwest corner for the herein described portion of said Lot 2 and the Real Point of Beginning; thence N36°04'W along lot line, 5.26' to the northwest corner; thence N89°16'E, 274.76 to a point on the east boundary of Lot 2 and the northeast corner; thence southeasterly along the arc of a curve to the right, said curve having a radius of 11,360' an arc length of 4.69' to the southeast corner; thence S89°20'30"W along the southerly boundary of Lot 2, 272.41' to the Real Point of Beginning. AND Lots Three (3) and Four (4) in Block F of the Replat of Blocks F, H and J in the First Unit of Burke George Heights Addition, as the same are shown and designated on the Map of said Replat filed in the Office of the County Clerk of McKinley County, New Mexico, on August 15, 1968. Less and except for the following described portion thereof, to wit: Commencing at the southwest corner of said Lot 2 and the Real Point of Beginning of said exception: thence N36°04'W 5.26 to the northwest corner of the herein described tract; thence N89°16'E 95.0' to the northeast corner; thence S10°32'48"E 303.25' to a point; thence S03°20'W 62.73 to a point on the south boundary of Lot 4, thence N86°40'W 177.61' to a point; thence N04°40'W 35.63' to a point; thence N86°10'W 118.73 to the southwest corner of Lot 4, being the southwest corner of the herein described tract; thence northeasterly along the arc of a curve to the right, said curve having a radius of 150', and arc length of 75.05' to a point of reverse curve; thence northerly along the arc of a curve to the left, said curve having a radius of 150', and arc length of 117.81' to a point; thence N43°59'E 70.04' to a point; thence N32°30'E 49.73' to a point; thence N55°00'E 44.52 to the Real Point of Beginning of said exception. Lots Seven (7) and Eight (8) and That Portion of Lot Nine (9) being only the West 60 feet within Block D of the First Unit of Burke-George Heights, an addition to the town of Gallup, New Mexico, as the same is shown and designated on the map of said addition filed in the Office of County Clerk of McKinley County, New Mexico, on July 6, 1950, subject to restrictive and protective covenants imposed thereon by the instrument recorded in Book 10 Misc., Page 202, of the Records in said Office.</p> <p>Additional Information: In Gallup, NM. Per discussion with the assessor's office this is a vacant parcel of land near Burke Drive and Idaho Circle. Based upon assessor's description and photograph, this looks to be vacant, undeveloped land on a hill between Burke Drive and Ford Drive. Per McKinley County assessor, vacant parcels of land are not assigned an address; they could only provide near-by streets and general area.</p>	Vacant (1 parcel) Near Burke Drive and Idaho Circle, Gallup, NM
RCCDG Schedule A Item 15	<p>Parcel No. 2-105-088-476-479. Vacant land in McKinley County, Gallup, NM. Legal Description: All of Lots 23 thru 29 also Lots 53 thru 66, Frac. Of 67 thru 70, 74 thru 108, all in Blk. 3 Bubany 2nd Addn. 05/04/90 Code #2-105-088-476-479.</p> <p>Additional Information: In Gallup, NM. Per assessor's records and discussion with assessor, this appears to be vacant, undeveloped land on East Lincoln Avenue. Per McKinley County assessor, vacant parcels of land are not assigned an address; they could only provide near-by streets and general area.</p>	Vacant (1 parcel) E. Lincoln Ave., Gallup, NM

SCHEDULE	LEGAL DESCRIPTION	USE
RCCDG Schedule A Item 16	<p>Parcel No. 2-105-088-428-444. Vacant land in McKinley County, Gallup, NM. Legal Description: 2.65 Acres M/L in NW 1/4 15 15 18, Bubany's 2nd Sub. Lots 1 thru 8, N. 40' of 9 thru 13, Block 12 Lots 28 & 29 Parcel N Ford Addn. 05/04/90 Code #2-105-088-428-444.</p> <p><u>Additional Information:</u> In Gallup, NM. Per assessor's records and discussion with assessor, this appears to be vacant, undeveloped land that is part of the N. Ford Addition. Per McKinley County assessor, vacant parcels of land are not assigned an address; they could only provide near-by streets and general area.</p>	<p>Vacant (1 parcel) Part of the N. Ford Addition, Gallup, NM</p>
RCCDG Schedule A Item 17	<p>Parcel No. 2-105-088-519-402. Vacant land in McKinley County, Gallup, NM. Legal Description: Lots 1 thru 13, Parcel L Bubany's 2nd Sub. 05/04/90 Code #2-105-088-519-402 as more particularly described in Book 20, Page 200 and Book 19, Pages 911-913 in the County Recorder's Office, McKinley County, New Mexico.</p> <p><u>Additional Information:</u> In Gallup, NM. Per discussion with assessor's office and records, this parcel is on E. Wilson and is vacant and undeveloped. Per McKinley County assessor, vacant parcels of land are not assigned an address; they could only provide near-by streets and general area.</p>	<p>Vacant (1 parcel) E. Wilson Ave., Gallup, NM</p>
RCCDG Schedule A Item 32	<p>Parcel No. 2-071-084-228-325. Vacant land in McKinley County. Legal Description: .636 acres M/L in 05 14 12, BK 3 Pg 5369 8/2/91 Code #2-071-084-228-325 RSJFCD.</p> <p><u>Additional Information:</u> Per discussion with assessor's office, this parcel is just north of Thoreau, NM. Unable to identify any further description of exact location.</p>	<p>Vacant (1 parcel) Thoreau, NM</p>
RCCDG Schedule A Item 38	<p>Parcel No. 2-106-088-088-110. Vacant Land in McKinley County, Gallup, NM. Legal Description: Block 42 the E.15' of Lot 21, all of Lots 22 thru 26, OTS Addition (Ralph's Shell Sta.-Shell Oil Pays Impr.) Code #2-106-088-088-110.</p> <p><u>Additional Information:</u> In Gallup, NM. Per assessor this parcel is vacant. It is also likely undeveloped. Per McKinley County assessor, vacant parcels of land are not assigned an address; they could only provide that this parcel was vacant.</p>	<p>Vacant (1 parcel) Gallup, NM</p>
RCCDG Schedule A Item 39	<p>Parcel No. 2-105-087-522-352. Vacant Land in McKinley County, Gallup, NM. Legal Description: Lots 5 & 6 Block F, Burke George Heights Addn. First Unit Code #2-105-087-522-352.</p> <p><u>Additional Information:</u> In Gallup, NM. Per assessor this parcel is vacant. It is also likely undeveloped. Per McKinley County assessor, vacant parcels of land are not assigned an address; they could only provide that this parcel was vacant.</p>	<p>Vacant (1 parcel) Gallup, NM</p>
RCCDG Schedule A Item 40	<p>Parcel Nos. 3-036-152-138-100 & 3-036-152-126-100. Land in Luna County, NM. Legal Description: Tracts number eleven (11) and twelve (12), Block numbered tem (10), Unit numbered five (5) in Sunshine Valley Ranchettes.</p> <p><u>Additional Information:</u> Both of these parcels are listed in the Sunshine Valley Ranchettes. Per research the Sunshine Valley Ranchettes are about a 45-minute drive southeast of Deming, New Mexico near the Florida & Tres Hermanas Mountains. Little roads appear to have been set up in this area, but for the most part it is vacant & undeveloped land. These appear to be small 0.5 acre plots of land appearing to be for a future residential development.</p>	<p>Vacant (2 parcels) Sunshine Valley Ranchettes, near Deming, NM.</p>

SCHEDULE	LEGAL DESCRIPTION	USE
RCCDG Schedule A Item 41	<p>Parcel No. 3-043-143-473-291. Land in Luna County, NM. Legal Description: Tract number Twenty-eight (28) in Block numbered Fourteen (14) in Unit numbered Five (5) in Deming Ranchettes, according to the plat thereof on file in the Office of the County Clerk of Luna County, New Mexico.</p> <p><u>Additional Information:</u> Indicated to be in the Deming Ranchettes. The Deming Ranchettes and Sunshine Valley Ranchettes are in the same area with the Deming on the north end and Sunshine Valley on the south end. These appear to be small 0.5 acre plots of land appearing to be for a future residential development.</p>	<p>Vacant (1 parcel) Deming Ranchettes, near Deming, NM</p>
RCCDG Schedule A Item 42	<p>Parcel Nos. 3-035-141-484-383, 3-035-141-496-383, 3-035-141-137-185, 3-035-141-496-364, 3-0035-141-148-184 & 3-035-141-484-364. Land in Luna County, NM. Legal Description: Tracts Eleven (11) and Twelve (12) in Block Nineteen (19), Unit Ninety-eight (98) and Tracts Three (3) and Four (4) in Block Ten (10) of Unit Ninety-eight (98) and Tracts Forty-one (41) and Forty-two (42) in Block Ten (10) of Unit Ninety-eight (98) in Deming Ranchettes according to the plat thereof filed in the Office of the County Clerk of Luna County, New Mexico.</p> <p><u>Additional Information:</u> Indicated to be in the Deming Ranchettes. The Deming Ranchettes and Sunshine Valley Ranchettes are in the same area with the Deming on the north end and Sunshine Valley on the south end. These appear to be small 0.5 acre plots of land appearing to be for a future residential development.</p>	<p>Vacant (6 parcels) Deming Ranchettes, near Deming, NM.</p>
RCCDG Schedule A Item 43	<p>Parcel No. Z397102034. Land in Socorro County, NM. Legal Description: Lot 7 Blk 90 Unit 1 Rio Grande Estates.</p> <p><u>Additional Information:</u> Part of the Rio Grande Estates which is just east of the Rio Grande River & State Highway 47 from Belen, NM and just south of the Manzano Expressway. Probably about an hour or less south of Albuquerque. These estates cross county lines and the north end is in Valencia County while the south end is in Socorro County.</p>	<p>Vacant (1 parcel) Near Belen, NM (Socorro County)</p>
RCCDG Schedule A Item 44	<p>Parcel No. 1054161378084. Land in Taos County, NM. Legal Description: Lot B, Block 75, Tres Piedras Estates, Unit 5, a subdivision in Taos County, New Mexico, as the same is shown and designated on the plat of said subdivision filed in the Office of the County Clerk of Taos County, New Mexico, on February 26, 1962.</p> <p><u>Additional Information:</u> In the Tres Piedras Estates area which appears to be near U.S. Hwy 64 and U.S. Hwy 285 near the NM & CO border. (The coordinates are roughly 36°39'15"N 105°55'13"W - need coordinates to find it on Taos County's GIS mapping - parcel nos. & legal descriptions do not assist in location.)</p>	<p>Vacant (1 parcel) Near Tres Padres Estates (Toas County), near CO border</p>
RCCDG Schedule A Item 45	<p>Parcel No. 1980926000000. Land in Taos County, NM. Legal Description: Lot Sixteen (16) in Block Nine (9) of Tres Piedras Estates, Unit Nine (9) a subdivision in Taos County, New Mexico, as the same is shown and designated on the plat of said subdivision filed in the Office of the County Clerk of Taos County, New Mexico, on August 3, 1962.</p> <p><u>Additional Information:</u> In the Tres Piedras Estates area which appears to be near U.S. Hwy 64 and U.S. Hwy 285 near the NM & CO border. (The coordinates are roughly 36°39'15"N 105°55'13"W - need coordinates to find it on Taos County's GIS mapping - parcel nos. & legal descriptions do not assist in location.)</p>	<p>Vacant (1 parcel) Near Tres Padres Estates (Toas County), near CO border</p>

SCHEDULE	LEGAL DESCRIPTION	USE
RCCDG Schedule A Item 46	Parcel No. 201-14-023. Vacant Land in Apache County, Concho, AZ. Legal Description: Lots Three (3), Four (4) and Eleven (11) in Block Two (2) of Concho Addition, as shown on the plat thereof recorded in Book 1 of Townsite Maps, Page 6, Records of Apache County, Arizona. <u>Additional Information:</u> In Concho, AZ. Vacant land about 0.5 miles from the parish just west of E. 3rd Street. The closest streets are roughly west of E. 3rd Street in between N. 1st Ave. and US 180A.	Vacant (1 parcel) West of E. 3rd St., Concho, AZ
RCCDG Schedule A Item 47	Parcel Nos. 107-18-218 & 107-18-219. Vacant Land in Apache County, Concho, AZ. Legal Description: Lots 218 and 219, Show Low Pines Unit Five, according to the plat thereof recorded in the office of the County Recorder of Apache County, Arizona, in Book 2 of Townsite Maps, page 14. <u>Additional Information:</u> Appears to be vacant land just west of US 61, southwest of Little Ortega Lake and just south along US 61 from White Mountain. Appears to be approximately half way to Show Low, AZ.	Vacant (2 parcels) West of US 61 between Concho & Show Low.
RCCDG Schedule A Item 48	Parcel No. 203-50-126. Vacant Land in Apache County, St. Johns, AZ. Legal Description: Lot 126 Hacienda San Juan, as shown on the plat thereof, recorded in Book 5 of Townsite Maps, page 18, records of Apache County, Arizona. <u>Additional Information:</u> In St. Johns, AZ. Vacant parcel just south of E. Cleveland St. at the intersection of County Road 6007 and 6011 (Trail Dr.).	Vacant (1 parcel) E. Cleveland near County Road 6007 and 6011, St. Johns, AZ
RCCDG Schedule A Item 55	Vacant Land in Rio Arriba County, Lumberton, NM. Legal Description: Lots numbered Fourteen (14); Fifteen (15); Sixteen (16); and Seventeen (17) in Block No. One (1) of the Lumberton Townsite, Lumberton, New Mexico, each of the above lots measuring one hundred forty-one (141) feet East and West and twenty-five (25) feet North and South, or a total of one hundred (100) feet North and South and one hundred forty-one (141) feet East and West. <u>Additional Information:</u> Not certain as to ownership. The legal description is too poor for the assessor's office to identify it. Appears to be close to parcel 2-004-186-030-346 and the grantors have the same last name (Cordova), however, the assessor's office checked the ownership of parcels near parcel 2-004-186-030-346 and found nothing else owned by the either Debtor in the area.	Vacant (unknown, likely 1 parcel) Lumberton, NM
RCCDG Schedule A Item 59	Parcel No. 2-016-088-091-485. Vacant Land Sandoval County, Guadalupe, NM. Legal Description: Legal: S: 9 T: 15N R: 03W Village of Guadalupe in Exception #1 & Exception #4 of Ignacio Chavez Grant Subd: Sect-Twship-Range. <u>Additional Information:</u> Vacant land in the middle of nowhere. Near Guadalupe Village and Guadalupe Road.	Vacant (1 parcel) Near Guadalupe Village & Guadalupe Rd., NM
RCCDG Schedule A Item 60	Parcel No. 1-013-074-331-068. Vacant Land in Sandoval County, Rio Rancho, NM. Legal Description: Unit No. 21, Block No. 93, Lot No. 54, as shown and designated on the map of Rio Rancho Estates, filed in the office of the County Clerk of Sandoval County, New Mexico in Rio Rancho Estates Plat Book, No. 2, page 31 on April 16, 1970. <u>Additional Information:</u> In Rio Rancho, NM. This and the vacant lots identified in Item 61 are 52, 53 and 54 of Block 93 of the Rio Rancho Estates in Rio Rancho, NM. Per Jake in the Sandoval County's assessor's office these 3 parcels are on Ardrey Road NE in between Roral Road NE and Terrance Road NE.	Vacant (1 parcel) Ardrey Rd. NE in between Roral Rd. NE & Terrance Rd., Rio Rancho, NM

SCHEDULE	LEGAL DESCRIPTION	USE
RCCDG Schedule A Item 61	<p>Parcel Nos. 1-013-074-347-068 & 1-013-074-339-068. Vacant Land in Sandoval County, Rio Rancho, NM. Legal Description: Unit No. 21, Block No. 93, Lots No. 52 & 53, as shown and designated on the map of Rio Rancho Estates, filed in the office of the County Clerk of Sandoval County, New Mexico in Rio Rancho Estate Plat Book No. 2, page 31 on April 16, 1970.</p> <p><u>Additional Information:</u> In Rio Rancho, NM. These and the vacant lot identified in Item 60 are 52, 53 and 54 of Block 93 of the Rio Rancho Estates in Rio Rancho, NM. Per Jake in the Sandoval County's assessor's office these 3 parcels are on Ardrey Road NE in between Roral Road NE and Terrance Road NE.</p>	<p>Vacant (2 parcels) Ardrey Rd. NE in between Roral Rd. NE & Terrance Rd., Rio Rancho, NM</p>
RCCDG Schedule A Item 63	<p>Parcel No. 2-048-176-108-280. Land in San Juan County, Blanco, NM. Legal Description: Beginning at a point 1070 feet west of the southeast corner of NE1/4 of SE1/4 of section 19, township 30 north, range 8 west, N.M.P.M.: thence N 19° 15' E. 2751.4 feet to the south corner of County School property (marked by cross (+) on side of cliff, in rock); thence N 70°45' W., 209 feet, to west corner of school property; thence S 19° 15' W., 348.5 feet, to south line of NE1/4 SE1/4 sec 19; thence east 221.3 feet, to point of beginning. Containing 1.6 acres, more or less, all in the NE1/4SE1/4 section 19 T. 30 N. R. 8W.</p>	<p>Vacant (1 parcel) Off NM 511, between Road 4370 & 4225, Blanco, NM</p>
RCCDG Schedule A Item 65	<p>Parcel No. 2-043-181-412-247. Land in San Juan County, near Navajo Dam, NM. Legal description: New Mexico Principal Meridian, New Mexico, T. 31 N., R. 8 W., Sec. 25, Lot 141.</p>	<p>Vacant (1 parcel) Near NM 511 & Navajo Dam, Navajo Dam, NM</p>
RCCDG Schedule A Item 67	<p>Parcel No. 2-072-174-475-410. Land in San Juan County, Farmington, NM. Legal Description: A tract of land situated in the NW1/4NW1/4 of Section 31, T30N, R12W, N.M.P.M., San Juan County, New Mexico, which is a part of Lot 12, Block 3 of A.T. Hogan Addition, First Extention, more particularly described as follows: Beginning at a point whence the NW corner of said Section 31 bears N13 degrees 56'00"W a distance of 1244.24 feet; thence 52.36 feet along an arc of a curve to the left, having a radius of 50.00 feet; thence N13 degrees 57'00"E a distance of 246.76 feet; thence 119.48 feet along an arc of a curve to the left, having a radius of 75.59 feet; thence S00 degrees 37'00"E a distance of 82.80 feet; thence S54 degrees 20'00"W a distance of 7.35 feet; thence S80 degrees 49'00"W a distance of 73.05 feet; thence 159.25 feet along an arc of a curve to the right having a radius of 999.00 feet; thence S89 degrees 57'00"W a distance of 129.79 feet; thence N00 degrees 37'00" a distance of 10.00 feet to a point of beginning, containing 0.26 acres, more or less.</p>	<p>Vacant (1 parcel) Pinon Hills Blvd. near English Road, Farmington, NM</p>
RCCDG Schedule A Item 68	<p>Parcel No. 2-076-171-115-305. Land used by Catholic Charities in San Juan County, 119 Broadway Ave., Farmington, NM. Legal Description: Lots Seven (7) and Eight (8) in Block Three (3) of the Rosenthal Subdivision, as shown on the Plat of said Subdivision filed for record July 29, 1910.</p>	<p>Catholic Charities (1 parcel) 119 Broadway Ave., Farmington, NM</p>
RCCDG Schedule A Item 71	<p>Parcel Nos. 2-056-059-020-150, 2-056-059-020-165, 2-056-059-020-178, 2-056-059-020-192, 2-056-059-020-206, 2-056-059-020-218, 2-056-059-020-230, 2-056-059-020-245, 2-056-059-021-258, 2-056-059-039-142, 2-05-059-053-150, 2-05-059-053-165, 2-05-059-053-177, 2-05-059-080-150, 2-05-059-080-165, 2-05-059-080-177, 2-05-059-095-142, 2-05-059-110-150, 2-05-059-110-165, 2-05-059-136-150, 2-05-059-136-165, 2-05-059-136-177, 2-05-059-152-142, 2-05-059-167-150, 2-05-059-167-165, 2-05-059-167-177, 2-05-059-192-150, 2-05-059-192-165, 2-05-059-192-177, 2-05-059-210-142, 2-05-059-224-150, 2-05-059-224-165, 2-05-059-224-177, 2-05-059-250-150, 2-05-059-250-165, 2-05-059-250-177, 2-05-059-267-142, 2-05-059-280-150, 2-05-059-280-165, 2-05-059-280-177, 2-05-059-308-150, 2-05-059-308-165, 2-05-059-308-177, 2-05-059-324-142, 2-05-059-339-150, 2-05-059-339-165, 2-05-059-339-177, 2-05-059-365-150, 2-05-059-365-165, 2-05-059-365-177, 2-05-059-382-142, 2-05-</p>	<p>Vacant (64 parcels) The 64 lots (La Vega Estates) near San Rafael, NM.</p>

SCHEDULE	LEGAL DESCRIPTION	USE
	<p>059-395-150, 2-05-059-395-165, 2-05-059-395-177, 2-05-059-424-150, 2-05-059-424-165, 2-05-059-424-177, 2-05-059-439-142, 2-05-059-451-150, 2-05-059-451-165, 2-05-059-451-177, 2-05-059-044-205, 2-05-059-044-217. Land in Cibola County, NM.</p> <p>Legal Description: A tract of land situated in the SW1/4 of Section 10, T10N, R10W be more particularly described, Lots 1,2,3,4, Block 20, Lots 1,2,3,4,5,6,7 Block 21, Lots 1,2,3,4,5,6,7 Block 22, Lots 1,2,3,4,5,6,7 Block 23, Lots 1,2,3,4,5,6,7 Block 24, Lots 1,2,3,4,5,6,7 Block 25, Lots 1,2,3,4,5,6,7 Block 26, Lots 1,2,3,4,5,6,7 Block 27, Lots 1,2,3,4,5,6,7,8,9 Block 28, Lots 1,2,3,4,5,6 Block 6 Lots 11,12 Block 5 according to the plat map thereof of the La Vega Estates, subdivision filed in the office of the County Clerk of Cibola County, New Mexico.</p>	
<p>RCCDG Schedule A Item 76</p>	<p>Parcel Nos. 2-071-070-282-508 & 2-071-070-293-508. Vacant Land in Cibola County, Bluewater, NM. Legal Description: Lots Numbered four and five (4) & (5), Block numbered seven (7), Unit numbered three (3) Bluewater Acres, a subdivision in Cibola County, New Mexico as the same is shown and designated on the Plat thereof filed in the Office of the County Clerk of Valencia County, New Mexico on July 3, 1962.</p>	<p>Vacant (2 parcels) Near Tarpon Drive and Kokanee Drive, Bluewater, NM</p>
<p>RCCDG Schedule A Item 77</p>	<p>Parcel No. 2-072-071-495-323. Vacant Land in Cibola County, NM. Legal Description: A tract of land in the Northwest Quarter (NW-1/4) of Section Seven (7), Township Twelve (12) North, Range Twelve (12) West, N.M.P.M., more particularly described as follows: Beginning at a BLM Brass Cap, the Northwest Corner of said Section 7; thence S0°29'00"E, 1540.71 feet to the Real Point of Beginning and being the northwest corner of the herein described tract; thence N86°38'20"E, 775.00 feet to the northeast corner; thence S0°29'00"E, 1124.99 feet to the southeast corner; thence S86°38'20"W, 775.00 feet to the southwest corner of the herein described tract and being the West Quarter Corner of said Section 7; thence N0°29'00"W, along the section line, 1124.99 feet to the point of beginning, containing 20 acres, more or less.</p> <p><u>Additional Information:</u> Vacant, undeveloped forest land near Bluewater Lake.</p>	<p>Vacate Near Bluewater Lake, NM.</p>

EXHIBIT “4”



**Roman Catholic Church of the Diocese of Gallup
Real Estate Auction Program**

Executive Summary

February 3, 2015

Ms. Susan G. Boswell
Attorney
Quarles & Brady LLP
One South Church Avenue
Suite 1700
Tucson, AZ 85701

Re: 55+/- Parcels to be offered at Auction with the approval of the U.S. Bankruptcy court in the next 60 days.

Dear Ms. Boswell:

Pursuant to our meeting, this proposal will serve to outline the general framework we envision for the local and regional real estate auction-marketing program.

TERMS OF THE AUCTION

Properties: 55 Parcels representing approximately 136 Properties

Seller: **Roman Catholic Church of the Diocese of Gallup**

Broker: Todd L. Good, Hank Amos
CEO & President CEO & President
Accelerated Marketing Group Tucson Realty & Trust Co

**Proposed Auction:
Date** 50-60 Days from U.S. Bankruptcy Court approval.

Fee Structure: 10% of the Gross Selling Price due simultaneously at and part of closing.

Buyer's Premium: A 10% Buyer's Premium paid *to Seller from Buyer* to recover the commission fee.

**Cooperating Broker
Commission:** A cooperating third-party broker will be paid 2.5% from Brokers commission.

Marketing Fee: The marketing "hard cost" fee for the auction program is \$45,000.

Financing: Since the Seller cannot offer financing all Parcels sold will be for cash. If the creditors would be willing to offer financing this would help spirit additional prospects and result in a higher sales price.

Type of Auction: Open Outcry Auction & Sealed Bid Auction.

Auction Structure: The following are the various types of auctions that can be conducted:

- A. Without Reserve Sale** - A without reserve sale means no reserve or minimum bid and the property is sold to the highest bidder regardless of price. A without reserve sale is the strongest calling card. It attracts purchasers from the greatest geographic area. Buyers can justify their time and efforts to inspect, bid and buy knowing there is not question the property will be sold.
- B. Minimum Bid Sale** - An auction with a minimum bid is also effective if the minimum bid is substantially below the Buyer's expected price for the property. A minimum bid means the property will be sold at any price equal to or greater than the minimum bid. If the minimum bid is too high and therefore approaches market value, this discourages people from investigating the property or bidding at the auction. The use of the minimum bid can be effective if a significant upward movement in the bidding of at least 50% can be anticipating. In a declining market there is always the real danger of setting the minimum bid too high.
- C. With Reserve-No Stated Price** - With this approach there is no definite price at which the Seller guarantees a sale. Rather, the low "suggested opening bid" is published and the Seller reserves the right to accept or reject the highest bid either at the auction or **within** two (2) days of the auction. When you are selling such a property with reserve, a key ingredient is the buy-back or rejection fee paid to the high bidder in the event that you reject the high bid.

With the Seller's right to accept or reject, the prospective bidders may feel that by placing their bids at auction they are giving the Seller a free appraisal of his property. Thus, the fee is given to the high bidder for his due diligence in complying with the terms of the auction and to demonstrate in advance that the ownership means to sell the property.

Discussion:

The most important decision to be made in selecting among the auction structure alternatives is to offer the prospective buyers the greatest assurance of the seller's commitment to sell commensurate with the assessed limitations of the seller.

Recommendations:

We recommend conducting both an Open Outcry and Sealed Bid auctions depending on the particular asset. After physical inspection of all the assets we will give our final opinion. In addition, because many of these properties are land or in fair to poor condition we would recommend that the assets be offered WITHOUT Reserve. This strategy will command the most amount of attention from prospective buyers.

Discussion:

Most of these assets are not in good locations and thus not in high demand. The reason the buying market is going to participate is because they hope to buy real property at a discount. By creating a frenzy of multiple buyers bidding against each other we should be able to maximize the final selling price.

IMPORTANT POINTS TO REMEMBER:

Why an auction? It drives buyers away from other buying opportunities because of the elusion of a bargain. Auctions are date certain events. The sales contract is contingency-free. The sales contract lets the Seller make no representations or warranties regarding the property except marketable title. Closing can be as quick as 10 days but no longer than 30 days.

Marketing Budget: In addition to our commission, you will be responsible for the "hard" costs of the auction. The cost is our best estimate, as of this point, of what will be required to market the offering. The



general expense groups are broken down for your information:

Outline of Estimated Marketing Expenses:

1. **Brochure/Direct Mail**

Creative Design	Color Separations
Photography	Production Proofs
Illustrations/Graphics	Brochure Printing
Copy/Art Direction	Brochure
Typesetting	Modifications/Alterations
List Purchases	Keylines/Mechanicals
Supervision	Photo Prints

2. **Advertising Production**

Creative Design	Modifications/Alterations
Photography	Ad Reports
Photo Prints	Illustrations/Graphics
Clipping Service	Copywriting/Art Direction
Typesetting	Veloxes
Rush Changes, if necessary	

3. **Public Relations**

Publicity/PR	Press Release Production
Press Kit Packets	Public Relations Coordination

4. **Media Expense**

Regional Newspapers	Magazines
Local Newspapers	Other

5. **Sales Promotion**

Signage (To/At Site)	Auction Coordinator
Flyers	Broker Delivery
Handouts	On Site Personnel Cost

6. **Related Materials**

Lead Tracking	Bidder's Information Kits
Bid Confirmations	Lender Packages

7. **Auction Project Office**

Mail Regular/Express	Marketing Program Administration
Project Security	Office Supplies
Communications	Secretarial/Receptionist
Shipping/Postage	Computers
Radios	Coordinator
Travel, Meals and Lodging	

8. **Auction Event**

Audio Visual	Security
Entertainment	Personnel
Site Prep	Travel, Meals and Lodging
Equipment	Decorations



The marketing budget for the 55 Parcels is \$45,000. The marketing funds are placed in a Trust account to be used to promote the Parcels and conduct two auctions (AZ & NM).

IMPORTANT POINTS TO REMEMBER:

Our marketing approach is property specific. In our experience people don't buy ads, they buy real estate. If they don't know what is offered, or are not comfortable with what they are buying, they simply won't buy at a market price.

Buyer's Premium: A 10% Buyer's Premium will be added to the high bid price at the auction to determine the total purchase price. For example: \$1,000 bid plus 10% (\$100)= \$1,100 Total Purchase Price. The Seller will retain this premium, which is treated like a sales tax by the high bidders.

The 10% buyer's premium is collected to cover most the commission cost. Total cost of sale to Ownership is only the cost of marketing.

PUBLIC RELATIONS

Plan:

The single most important aspect of a major auction-marketing program is the public relations campaign. Properly conceived plans often result in the generation of free publicity at the level of 10 times the direct media placement budget. Due to the high visibility of Diocese and our experience with the Catholic Diocese of Tucson we believe we will generate good interest. Utilizing our public relations firm to plan and coordinate regional and local focus, we are confident it has the capability to effectuate major results on behalf of the auction effort.

Strategy

To employ all appropriate print and broadcast consumer, business and trade news media via a program of press releases, informational background kits, interviews, personal follow-up, writing and placing of option-editorial columns, editorial board visits and paid distribution services to deliver the messages of the above objectives to the target audiences.

Timeline

Initial planning, preparation and writing: 2 weeks

Implementation: 6 weeks

The program is to be local and regional in scope, concentrating on the most influential media in New Mexico and Northern Arizona. A property of this stature should attract local, and regional media coverage.

MEDIA ADVERTISING

Plan:

The Advertising Campaign should be geared to a six-week program, heavily weighted in the first four weeks, which will end one week prior to the actual auction date. All advertising will be geared to attract a variety of different buyer types.

We will continuously monitor the prospective bidder response from each advertisement allowing daily analysis. In this manner, the campaign can be altered to focus in on the most effective media throughout the program. All responses from prospective bidders are logged by date and source into our advertising response computer software systems allowing reporting and analysis on a real time base.

Direct Mail Marketing Plan:

Direct mail promotional information will be created and sent to different buyer types. Initial mailings will be sent to developers, land improvement companies, real estate brokerage companies, accountants and lawyers. Further, identification of new buyers through the market segmentation process will add to the



direct mail marketing program.

Telemarketing Plan:

After market segmentation, we will utilize all published information to develop the exact population of each market segment. Teams of our personnel will then contact all identified potential purchasers to introduce them to the upcoming sale, alert them to scheduled advertising and to provide the information concerning due diligence evaluation sites.

We have extensive experience in telemarketing techniques for the solicitation of prospective buyers. It is our experience that viable prospects for the properties will be people with busy schedules and a narrow understanding of the auction program who will give a limited amount of time in the initial exploratory phase.

Inquiries will be handled on a real time basis for both the dissemination of promotional materials and referral to technical specialists, if required. We believe that it is of critical importance to recognize that typical prospective purchaser questions and objections are answered and dealt with differently in an auction marketing setting, even in the telemarketing phase.

First, the entire telemarketing program must be geared so as to establish credibility in the minds of the prospective purchasers that the Seller means to sell. Secondly, the prospect must believe that they will be bidding against someone else, not against the Seller or the auctioneer. The following highlights some of these differences:

Prospects Question	Typical Conventional Answer	Auction Answer	Reason
Has there been a good response.	Yes-tremendous response.	Less than we had expected.	In an auction, a buyer is looking for a good deal. if he thinks a lot of people are coming, he doesn't participate and the price suffers.
What do you think the property will sell for?	"X" dollars	We don't know. That will be determined at the auction.	The firm's experience is that there is no benefit in predicting the outcome of the auction and all a prediction does is alienate bidders.
How much do you think it will take to buy the property?	"X" dollars	We do not know (because this information will only be known by the Auction General Manager).	There is no benefit in disclosing the reserve price.

General Comments:

1. There will be no contingencies in the Contract. All due diligence is performed before the auction. The high bidder immediately signs the Contract and purchases the property in an "as is" condition.
2. The brochure piece will be multi-paged, heavy, glossy paper, each carrying appropriate photographs and all necessary property specific information.
3. We will require title commitments on the property as well as other property specific items for the Bidder's Information Packet to ensure that all due diligence materials have been reviewed and are available.



4. Accelerated Marketing Group and Tucson Realty & Trust trained licensed salespersons will be showing the property. All these personnel will be controlled and supervised by our Project Manager.
5. No written material is distributed without your prior written approval. We can work with you public relations or corporate communications department to discuss the strategies for the press releases and press conferences with the Real Estate editors of the newspapers.

Conclusion:

Your business is very important to us. We know we can obtain the highest net realizable value for you through our auction-marketing program. The staff assigned to facilitate the is the best in the business.

On a conventional sales basis the property could be on the market for an extended period of time. Under our program the sale is consummated within 60 days of retention at a cost of sale of only the advanced marketing money.

Why Accelerated Marketing Group & Tucson Realty & Trust Co highest quality programming;

1. Highest closing ratio in the industry;
2. Broker Cooperation;
3. We have done this before with the Catholic Diocese of Tucson.

All of the above equates to higher prices!

ACCELERATED MARKETING GROUP

By: _____
Todd L. Good President

TUCSON REALTY & TRUST CO.

By: _____
Hank Amos President